

## Staff Summary Report



Council Meeting Date: 08/14/08

Agenda Item Number: \_\_\_\_\_

**SUBJECT:** Request award of a professional services contract with FM Solutions, Inc. for the Facilities Maintenance Master Plan.

**DOCUMENT NAME:** 20080814PWDR10 CITY FACILITY MAINTENANCE – UPGRADE  
(1001) PROJECT NO. 6706031

**SUPPORTING DOCS:** Yes.

**COMMENTS:** Total cost for this contract shall not exceed \$239,221.

**PREPARED BY:** Donna Rygiel, Engineering Contract Administrator (x8520)

**REVIEWED BY:** Andy Goh, Deputy PW Manager/City Engineer (x8896)

**APPROVED BY:** Glenn Kephart, Public Works Manager (x8205)

**LEGAL REVIEW BY:** Judi Morgan, Assistant City Attorney (x8227)

**FISCAL NOTE:** Sufficient funds are available in Capital Improvement Fund No. 6706031.

**RECOMMENDATION:** Award professional services contract.

**ADDITIONAL INFO:** The project includes preparing a facilities maintenance master plan, attending a project kick-off meeting, field review of existing facilities, database development, analysis of the existing maintenance process and resource allocation, preparation of a preventive maintenance plan, and staff training.

The contract amount was negotiated by staff and is considered reasonable for the scope of services. FM Solutions, Inc. was selected by a review committee as the most qualified firm for these services using a qualification based process set forth in Title 34 of the Arizona Revised Statutes.



CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

**CONTRACT FOR PROFESSIONAL SERVICES**

This Contract is made and entered into on the 14th day of August, 2008, by and between the City of Tempe, a municipal corporation, ("City"), and FM Solutions, Inc., an Arizona corporation ("Consultant").

The City engages the Consultant to perform professional services for a project known and described as Facilities Maintenance Master Plan, Project No. 6706031 ("Project").

**1. SERVICES OF CONSULTANT**

Consultant shall perform the following professional services to City in conformance with applicable professional standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions:

- 1.1. Consultant shall prepare a facilities maintenance master plan, as described in Exhibit "A" attached.
- 1.2. Consultant has assigned Peggy Lundeen as the Project Manager for this Contract. Prior written approval by the City is required in the event the Consultant needs to change the Project Manager. The Consultant shall submit the qualifications of the proposed substituted personnel to the City for approval prior to any substitution or change.
- 1.3. Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be MicroStation or AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current City standards. Other support documents, for example, structural calculations, drainage reports and geotechnical reports, shall be submitted by Consultant in hard copy only.
- 1.4. Consultant shall obtain all necessary permits and licenses required for the performance of its work at its sole expense. Failure of Consultant to obtain said permits prior to the commencement of its work shall constitute a breach of this Contract.
- 1.5. Consultant shall perform the work in a manner and at times which do not impede or delay the City's operations and/or functions.
- 1.6. Consultant shall be solely responsible for any repair, replacement, remediation and/or clean-up of any damage done by Consultant including any impairment of access to City or other lawful invitees, by such work performed on this Project.

## **2. TERM OF CONTRACT**

Consultant shall complete all services within 150 calendar days of the date appearing on the "Notice to Proceed" issued by the City. In the event delays are experienced beyond the control of the Consultant, the schedule may be revised as determined by the City in its sole discretion.

## **3. CONSULTANT'S COMPENSATION**

- 3.1. The method of payment for this Contract is payment by installments. Total compensation for the services performed shall not exceed \$239,221.00, unless otherwise authorized by the City.

## **4. CITY'S RESPONSIBILITIES**

- 4.1. City shall designate a project manager during the term of this Contract. The project manager has the authority to administer this Contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the City on any aspect of the work shall be directed to the project manager.
- 4.2. City shall review submittals by the Consultant and provide a prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the Consultant's work. City will keep the Consultant advised concerning the progress of the City's review of the work. Consultant agrees that City's inspection, review, acceptance or approval of Consultant's work shall not relieve Consultant of its responsibility for errors or omissions of Consultant or its subconsultant(s).
- 4.3. Unless included in the Consultant's services as identified in Section 1, the City shall furnish without charge, upon the Consultant's reasonable request, the following information within the City's possession or control:
  - 4.3.1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, the Consultant shall be solely responsible for searching the records and requesting specific drawings or information and independently verifying said information.
  - 4.3.2. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.
  - 4.3.3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

## **5. TERMINATION AND DEFAULT**

- 5.1. City shall be entitled to terminate this Contract at any time, in its discretion. In addition, the City may terminate this Contract for default, non-performance, breach or convenience, or abandon any portion of the Project for which services have not been fully or properly performed by the Consultant. Termination shall be commenced by delivery of written notice delivered to Consultant, personally or by certified mail at 4001 N. 3<sup>rd</sup> Street, #250, Phoenix, AZ 85012. Termination shall be effective upon fourteen (14) days of delivery of notice to Consultant. In addition, this Contract may be terminated pursuant to A.R.S. § 38-511.
- 5.2. Upon the occurrence of Consultant's default, non-performance or breach of the Contract, City may recover any and all damages permitted by law or in equity against Consultant, in addition to termination of the Contract, including but not limited to compensatory damages, together with all costs and expenses as set forth in Section 12 herein.
- 5.3. Immediately after receiving such notice, the Consultant shall discontinue performance under this Contract and proceed to close operations under this Contract. The Consultant shall appraise the services it has completed and submit a detailed appraisal to the City for evaluation. City shall have the right to inspect the Consultant's work to analyze and appraise the services completed. Payment to Consultant shall be determined by City upon approval or disapproval of the services completed as of the date of delivery of notice of termination.
- 5.4. Within ten (10) days of receipt of notice of termination as set forth herein, the Consultant shall deliver to the City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, entirely or partially completed, together with all unused materials supplied by the City.
- 5.5. In the event of such termination or abandonment, the Consultant shall be paid only for those services performed in a good and workmanlike manner, in accordance with all plans, specifications and governmental requirements completed prior to receipt of said notice of termination, subject to approval by City. Such payment may include reimbursable expenses then incurred by Consultant, in City's sole discretion.
- 5.6. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the Consultant as approved by the City based upon the scope of work set forth in Exhibit "A" as determined by the City. However, in no event shall the fee exceed that set forth in Section 3 of this Contract.

- 5.7. City shall make a determination as to approval or denial of any requested final payment within sixty (60) days after the Consultant has delivered the last of the completed items and the final fee has been submitted to the City.

## 6. INSURANCE

Without limiting any obligations or liabilities, the Consultant, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

### 6.1. General Clauses

- 6.1.1. Additional Insured. The insurance coverage, except workers' compensation and professional liability, required by this Contract, shall name the City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Consultant.
- 6.1.2. Coverage Term. All insurance required herein shall be maintained in full force and effect until services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so shall constitute a material breach of this Contract.
- 6.1.3. Primary Coverage. Consultant's insurance shall be primary insurance as respects the City, and any insurance or self insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to it.
- 6.1.4. Claim Reporting. Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect the City.
- 6.1.5. Waiver. The policies for workers' compensation and general liability shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the Consultant.
- 6.1.6. Deductible/Retention. The policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. Consultant shall be solely responsible for

deductible or self-insured retentions and the City may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.1.7. Policies and Endorsements. City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

6.1.8. Certificates of Insurance. Prior to commencing services under this Contract, Consultant shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract by referencing the project number and/or project name and shall provide for not less than thirty (30) days advance written notice by certified mail to City of cancellation or termination of insurance.

6.1.9. Subconsultants/Contractors. Consultant shall include all subconsultants and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant and subcontractor.

6.2. Workers' Compensation. Consultant shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case services under this Contract are subcontracted, the Consultant shall require all subconsultant(s) to provide workers' compensation and employer's liability to at least the same extent as provided by the Consultant.

6.3. Automobile Liability. Consultant shall carry commercial/business automobile liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

- 6.4. Commercial General Liability. Consultant shall carry commercial general liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision (also known as "cross liability" and "separation of insured").

- 6.5. Professional Liability. Consultant retained by the City to provide the engineering services required by the Contract will maintain professional liability insurance covering errors and omissions arising out of the services performed by the Consultant or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims, or 10% of the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of services as evidenced by annual certificates of insurance.
- 6.6. Property Coverage – Valuable Papers. Consultant shall carry property coverage on all-risk, replacement cost, agreed amount form with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the Consultant used in the completion of this Contract.

## **7. HEALTH INSURANCE REQUIREMENTS**

- 7.1. Consultant must certify that it has or will offer health insurance to all eligible employees working on services set forth in this Contract prior to the performance of any work or services. An affidavit certifying such offering must be signed in a form approved by the City. All required health insurance must be maintained during the entire time of the Contract with the City. Health insurance pursuant to this Section 7 is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.
- 7.2. The health insurance requirements herein shall apply to all of Consultant's eligible employees directly involved with the services set forth in this Contract, including support and administrative personnel.
- 7.3. Any and all complaints concerning violations of the health insurance requirements shall be filed, in writing, with the City's Public Works Department, within thirty

(30) days from discovery of a potential violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

7.4. Penalties for failing to comply with this Section 7 include, but are not limited to the following: Consultant may be barred from bidding on, or entering into any Public Works contract with the City for a period of three (3) years from the execution of the contract.

7.5. All Consultants subject to the health insurance requirements shall post in English, notice of the health insurance requirements at their office and at the job site.

## **8. WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES**

8.1. Consultant shall ensure that all the results and proceeds of Consultant's and any and all work on any projects, including that of all agents, employees, officers, and contractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason, such results and proceeds are not deemed work for hire, Consultant shall be deemed hereby to have assigned to City all of its right, title and interest in such results and proceeds and content to City, without limitation.

8.2. All work products (electronically or manually generated), including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract, are the property of the City and are to be delivered to the City on the particular type of storage media on which they are stored (e.g. CD, thumb drive, etc.) before final payment is made to the Consultant. City shall retain ownership of these original works. If approved in writing by the City, the Consultant may retain the originals and supply the City with reproducible copies of the work.

## **9. CONFLICT OF INTEREST**

9.1. Consultant agrees to promptly disclose any and all financial and/or economic interest in the property, or any property affected by the work, or the Project itself other than as set forth herein, existing prior to the execution of this Contract. Further, the Consultant agrees to promptly disclose any financial or economic interest in the Project property or any property affected by the work, if the Consultant gains such interest during the course of this Contract.



- 9.2. If Consultant gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of the City.
- 9.3. Consultant shall not engage the services on this Contract of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.
- 9.4. Consultant agrees that it shall not perform services on this Project for any other contractor, subcontractor, or any supplier, other than the City. In addition, Consultant shall not negotiate, contract, or make any agreement with a contractor, subcontractor, or any supplier with regard to any of the work under this Contract, or any services, equipment or facilities to be used on this Project other than with the City.

## **10. COVENANT AGAINST CONTINGENT FEES**

Consultant affirms that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, the City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

## **11. INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless City, its agents, officers, officials, and employees from and against all claims, damages, losses, liability and/or expenses, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions in the work, services, or professional services of Consultant, its agents, employees, or any other person for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services Consultant may be deemed legally liable in the performance of this Contract, or any breach of the Contract. Consultant's duty herein shall arise in connection with any and all claims for damage, loss, liability and/or expenses attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of any person or property including loss of use resulting therefrom. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

## **12. DISPUTE RESOLUTION**

In the event of a dispute concerning or in any way connected to the Contract or subject Project, the parties agree that the unsuccessful party shall pay to the prevailing party a reasonable sum for attorneys' fees, including taxable and non-taxable costs, fees, costs and disbursements of experts, professionals, paralegals, whether at trial, appeal and/or in bankruptcy court, all of which will be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. In addition, should the City retain and/or utilize legal counsel as a result of a breach by Consultant of any term, covenant or provision of this Contract, in addition to paying any recovery owed to City and/or performing any obligation remaining to be performed, in order to fully cure such breach or default, Consultant shall reimburse the City for reasonable attorneys' fees, taxable and non-taxable costs and disbursements, incurred by the City in enforcing the Consultant's obligations, whether or not a legal action is commenced, including but not limited to the cost of preparing and presenting default notices, demand letters and similar non-judicial enforcement activities.

## **13. ADDITIONAL SERVICES**

Additional services which are outside the scope of basic services contained in this Contract shall not be performed by the Consultant without prior written authorization from the City, at the City's sole discretion. Additional services, when authorized by an executed contract or an amendment to this Contract shall be compensated for by a fee mutually agreed upon between the City and the Consultant.

## **14. PROHIBITION ON ASSIGNMENT**

This Contract and all duties and obligations of Consultant set forth in this Contract shall not be assignable except by prior written consent of the City, and such prohibition shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the Consultant.

## **15. MISCELLANEOUS PROVISIONS**

- 15.1. Equal Opportunity. Consultant covenants for itself, its employees, agents, assigns and all persons claiming under or through it, that it shall comply with all applicable federal, state, and local laws and ordinances at the time of execution of this Contract and shall not discriminate against or segregate any person or group of persons any person on account of race, color, religion, gender, marital status, sexual orientation, national origin, ancestry, age, physical handicap or medical condition in the performance of this Contract and shall comply with the terms and intent of all applicable federal, state and local governance concerning nondiscrimination.
- 15.2. Legal Compliance. Consultant agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety laws, rules and

regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Consultant acknowledges that a breach of this warranty is a material breach of this Contract and Consultant is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the legal right to inspect the documents of any and all Consultants, subconsultants and sub-subconsultants performing work and/or services relating to the Contract to ensure compliance with this warranty. Consultant hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

- 15.3. Specially Designated Nationals and Blocked Persons List. Consultant represents and warrants to City that neither Consultant nor any affiliate or representative of Consultant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 ("Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

Consultant further agrees to include the provisions set forth in Sections 15.2 and 15.3 in any and all sub-contracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

- 15.4. Effective Date. This Contract shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona and when executed by the duly authorized City officials and the duly authorized agent of the Consultant.
- 15.5. Governing Law. This Contract shall be governed and interpreted by the laws of the State of Arizona.
- 15.6. Exhibits. All Exhibits attached to this Contract are made a part of and are incorporated into, this Contract. If any inconsistencies exist between this Contract and any Exhibit hereto, the terms of this Contract shall govern.
- 15.7. Force Majeure. Any prevention, delay or stoppage of this Project for a cause beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant, for a period equal to such prevention, delay or stoppage. For purposes of this Section 15.7, a cause shall not be deemed beyond a party's control if it is within the control of such party's

agents, employees, assigns, contractors or subcontractors.

- 15.8. Entire Agreement. This Contract contains all of the agreements of the parties with respect to the Project and related matters, and no prior agreement, negotiations, postings, offerings, or understanding pertaining to any such matter shall be effective for any purpose unless expressly contained herein.
- 15.9. Consultant's Good Standing. Consultant hereby warrants and represents that it is an Arizona corporation, licensed to do business in the state of Arizona and currently in good standing, and that it is not now in violation of any agreement, instrument, contract, law, rule or regulation by which Consultant is bound.
- 15.10. Independent Contractor. Nothing contained in this Contract shall be deemed or construed by the parties hereto or otherwise, to create the relationship of principal and agent, partnership, joint venturer, employer and employee, or any association between City and Consultant. Consultant is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Consultant hereunder or for any and all services or materials provided by or rendered to Consultant hereunder in connection with the work set forth in this Contract.
- 15.11. Severability. If any provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and every other term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 15.12. Time is of the Essence. Time is of the essence in this Contract and each and every provision herein, except as may expressly be provided in writing by the City.
- 15.13. No Waiver. No breach or default hereunder shall be deemed to have been waived the City, except by a writing to that effect signed on behalf of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after written notice thereof and demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City.
- 15.14. Survival. Any and all representations, obligations, indemnities, warranties, covenants, conditions and agreements contained in this Contract which are expressed as surviving the expiration or earlier termination of this Contract, or by their nature, are to be performed, observed or survive, in whole or in part, after

the termination or expiration of this Contract Term, shall survive the termination or expiration of this Contract.

- 15.15. Retention of Records. City, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Contract. Consultant will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or five (5) years following termination of this Contract.
- 15.16. Antitrust Violations. City and Consultant recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the City. Therefore, the Consultant assigns to the City any and all claims for such overcharges. Consultant in all subcontracts shall require all subcontractors to likewise assign all claims for overcharges to the City.
- 15.17. Headings. The heading use in this Contract is for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 15.18. No Construction Against Drafting Party. Each party acknowledges that it has had an opportunity to review the Contract with counsel, and such documents shall not be construed against any party that is determined to have been the drafter of the documents.
- 15.19. Notices to Parties:

All notices pursuant to this Contract shall be made in writing and delivered or mailed by certified mail to the parties at the following addresses:

CITY:

CITY OF TEMPE  
Public Works/Engineering Dept.  
Attn: Mark Weber  
P.O. Box 5002  
Tempe, AZ 85280

CONSULTANT:

FM Solutions, Inc.  
4001 N. 3<sup>rd</sup> Street, #250  
Phoenix, AZ 85012  
Attn: Peggy Lundeen

- 15.20. Liquidated Damages. City reserves the right to assess liquidated damages in the sum set forth below per calendar day for failure to comply with the conditions of the Contract, including but not limited to failure of the Consultant to complete the work and/or services by the time specified herein. This sum may be deducted from the Consultant's payment or anticipated payment for failure to deliver and/or perform as specified. No premium will be awarded to the Consultant for delivery and/or performance by the specified time. Permitting the Consultant to complete work and/or services pursuant to the Contract, or by extension thereof, shall in no way be deemed to waive or diminish the City's rights available by law or in equity, under the Contract.

- 15.21. Non-Appropriation of Funds. If funds appropriated by the City Council or otherwise allocated to perform the work becomes unavailable for payment by the City under this Contract, the City may delay the work for a period up to six (6) months, after which date if no funds are legally available, the City may terminate the Contract at the City's sole option. In case of any such delay by City, Consultant may suspend performance of work or services as applicable. However, nothing herein shall be construed to allow termination of the Contract by Consultant for such delay.

[SIGNATURE PAGE TO FOLLOW]

**The Consultant warrants that the person who is signing this Contract on behalf of the Consultant is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF TEMPE, ARIZONA

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Public Works Manager

ATTEST:

Recommended By:

\_\_\_\_\_  
City Clerk

*AD* \_\_\_\_\_  
Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CONSULTANT  
FM Solutions, Inc.

By: \_\_\_\_\_  
Name

Its: \_\_\_\_\_  
Title

\_\_\_\_\_  
Federal I.D. No./Social Security No.

Certified to be a true and exact copy.

\_\_\_\_\_  
Karen M. Fillmore  
Records Specialist

# EXHIBIT A

*fm* **SOLUTIONS | PARSONS**

## **Facilities Maintenance Master Plan - Scope of Work**

The City of Tempe

Project No. 6706031

Submittal Date: February 14, 2008

*MAW*



## Kick-off Meeting

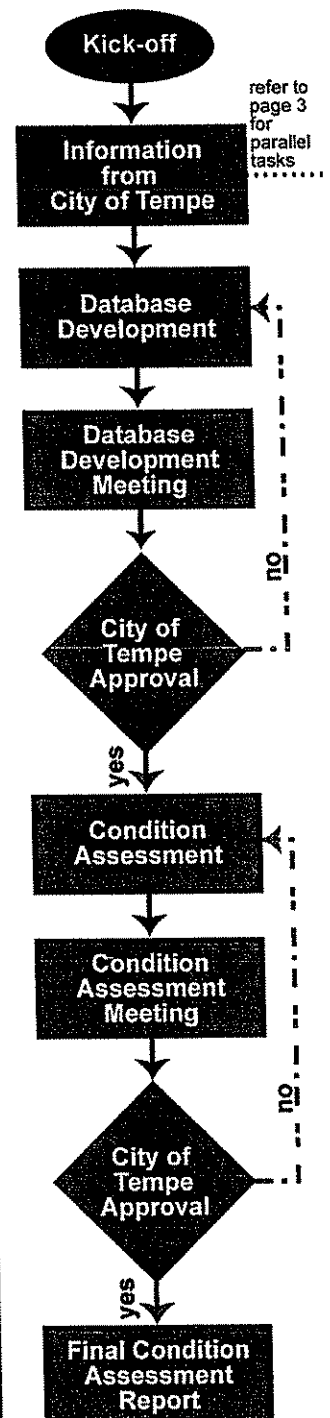
- **Team Workshop** – Representatives from the City of Tempe (COT), FM Solutions (FMS) and Parsons Commercial Technology Group Inc. (PCTG) meet to establish criteria for facility and maintenance assessment activities. COT will provide facility, site, and equipment/component information with information suggested on attached forms, and electronic drawings and/or floor/site plans of each floor of each facility.
- See Appendices for forms.

**Outcome of Workshop:** Clear understanding of each individual role, security compliance requirements, including a communication plan.

**Outcome of Information to be given to FMS:** List of all facilities along with a majority of the information on the attached forms filled out and given to FMS, a list of all equipment/components to be maintained, and a floor and site plans of each facility.

## Database Development

- Established a COMET4 database on a server. Database will consist of a "tree" reflecting building, site, and equipment/component information furnished by COT. The database tree will consist of the following:
  - ⇒ Building information including location, gross square feet, year of construction, year(s) of addition(s) and/or major renovations.
  - ⇒ Site information including location, gross square feet, year of construction, year(s) of addition(s) and/or major renovations.
  - ⇒ Equipment/component inventory for each respective facility consisting of quantity, year of installation, manufacturer, model number, serial number and other pertinent information furnished by COT.
  - ⇒ Generic cost models will be created from R.S. Means Cost books for representative types of facilities (office buildings, warehouses, etc.)
  - ⇒ Equipment/component inventory items will be life cycled based on BOMA standards
- Reports with preliminary facility condition, deficiency (generated by life cycle expiration) by priority showing current funding needs and funding renewal forecasts will be generated from original life cycle information.
- A Preliminary equipment/component report will be generated including "devaluation" based on expected useful life expiration.



**Outcome:** Preliminary report that recaps the entire portfolio including Life Cycle modeling, Facility Condition Index, deficiency report by priority, future funding forecast, list equipment and components and devaluation reports. This phase will also include a workshop where COT, FMS and PCTG are all present and explanations are given on the details.

Condition Assessment Upon completion of Database Development, the following will be performed:

- Visit every facility and meet with appropriate local representative to discuss the building and site.
- Tour up to 25% of the facility spaces to confirm or update construction information.
- Tour the site to confirm or update systems age and condition information.
- Take site and facility photos.
- Observe each piece of equipment or component listed by COT at each facility and confirm information or correct as necessary
- Record additional equipment/component similar items observed at facility but not on list furnished by COT.
- Modify cost model of each facility as necessary to reflect building systems construction and condition
- Modify cost model of each site as necessary to reflect construction and condition.
- Modify equipment/component inventory in COMET database to reflect field findings.
- Prepare revised reports after completion of field work and data input.

**Outcome:** This will be a confirmation stage of the initial information given by COT. It will also include a pilot report on one facility to confirm that the information is consistent with the expectations of COT. This phase will also include a preliminary report, which will be initially reviewed in a workshop where COT, FMS and PCTG are all present; followed by a final report.

## Maintenance Analysis

- **Process Analysis** – Map the current maintenance process, resources, and systems; determine benchmarks, opportunities for improvements, and performance tracking methods
- **Resource Allocation** – Ascertain current labor, skills, & budgetary allocations allotted, identify potential shortfalls in resources vs. estimates/benchmarks
- **CMMS/Request System** – Determine how work requests, maintenance documents, and maintenance data are tracked and communicated; identify potential improvement opportunities

**Outcome:** A graphical flowchart representation of the existing COT maintenance process will be delivered. An analysis of existing resources, maintenance documentation process, and estimates of deficiencies will be written. The analysis will include comparative benchmarks and recommendations for improvements and tracking.

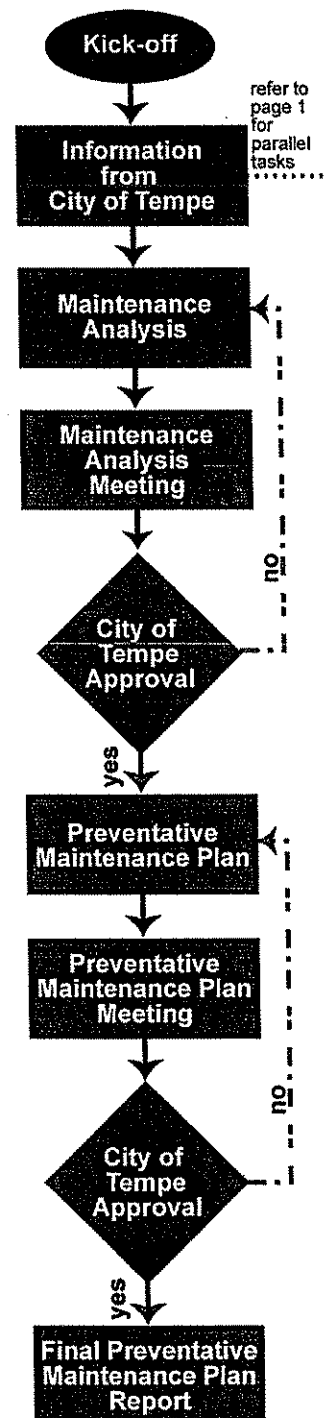
## Preventive Maintenance Plan

- **CMMS** – recommend improvements, standards & benchmarks for work request process and maintenance data tracking
- **Prioritize Projects** – establish priorities for current capital renewal and deferred maintenance
- **Forecasting** – develops and delivers the forecasting methodology for Tempe Facilities to estimate workload & funding demand vs. resources available, and impacts of selected actions on metrics like FCI
- **Data Integration** - integrates the data, software, and tools and delivers product to Tempe Facilities to continuously update their Facility Capital Planning and Management Program

**Outcome:** Written recommendations of specific standards to apply to COT PM program, a description of the proposed forecasting methodology, and a flowchart and description of the proposed integrated maintenance process.

## Training

- Training for the City of Tempe personnel on the use of the assessment database will be provided. This is a 2-3 day session. This will enable the city to modify the database to reflect completed corrections to deficiencies, add deficiencies, modify the inventory and add or delete buildings and/or site to maintain a current status of its property portfolio. Training will occur after verification effort and final report submittal.



- Kick-off Agenda
- Resume – Peggy Lundeen
- Equipment Inventory Data Sheet
- City of Tempe – Building Information Requirements for Base Price Assessment
- City of Tempe – Site Information Requirements for Base Price Assessment
- Schedule
- Cost Matrix

**City of Tempe, Arizona  
Team Workshop Meeting  
April 2008**

**1. Introductions**

**City of Tempe (COT) –**

- \_\_\_\_\_

**FM Solutions (FMS) –**

- Curtis Slife – Project Executive,
- Peggy Lundeen - Project Manager,
- Dan Rusch-Fischer - Preventive Maintenance,

**Parsons Commercial Technology Group, Inc (PARCOMM)**

- Keith Kilborn - Program Manager,
- Chuck Gulley - Technical Manager

**2. Project Set-Up**

**1. Primary Contacts:**

- FMS – Peggy Lundeen
- COT - \_\_\_\_\_

**2. Map of Facilities –** COT to provide map or addresses

**3. Drawings –** Preferably electronic copies of site and floor plans, if electronic not available, one set each of to scale hard copy site and floor plans

**4. Information -** requested on existing condition reports from COT to FMS

**5. Access –** Escort, Badges, Keys

**6. Database Tree –** Will be generated prior to commencing Pilot Assessment to match scope of assessment

**7. Cost Models –** PCTG will create from R.S. Means in Uniformat II

**3. Functional Adequacy**

If included in assessment, building usage, space requirements, site amenities, etc.

**4. Pilot Assessment**

First facility to be assessed. Draft report will be prepared FMS/PCTG and submitted to COT for review and comment.

*man*

## 5. Special Requirements

**Equipment Inventory** – COT to provide current equipment list for field verification by FMS/PCTG. PCTG to obtain data for additional equipment discovered during course of assessment.

**Categories:** Team to determine Category names and criteria for deficiencies.

**Priorities:** Team to determine Priority names and criteria for deficiencies. Refer to following example:

Refer to following examples:

**Sources of Funding:** Discuss if applicable

### **Difficulty**

1. Easy - Default
2. Moderate
3. Average
4. Some Renovation
5. Major renovation

Assumptions to be used in Soft Cost Development

1. General Conditions Cost 8% of direct costs
2. Contractors Overhead and Profit 10% of direct costs plus general conditions
3. Taxes 5.27% of construction, general conditions, overhead and profit and construction contingency costs.
4. Architect, Design and Engineering 8.00 % of construction, general conditions, overhead and profit and construction contingency costs.
5. Materials Testing 0.50% of construction, general conditions, overhead and profit and construction contingency costs.
6. Owner furnished items, moving expenses 10% of construction, general conditions, overhead and profit and construction contingency costs.
7. Temporary relocations 7% of construction, general conditions, overhead and profit and construction contingency costs.

### **Program Examples:**

1. Horizontal Purchasing?
2. Summer Programs?
3. CM at Risk?
4. Program Management?
5. Trade Contracts as Prime?
6. Infrastructure

## 6. Types of Reports

### Examples of Reports (What kind of report is wanted?):

- Cover Sheet
- Conclusion & Recommendations
- Estimate by CSI, Unifomat, Deficiencies, Categories, etc.
- Facility Renewal Forecast
- Future Facility Funding
- FCI Report
- Survey Summary
- Facility Executive Summary
- Cost Model Master Listing
- Deficiency Detail
- Equipment Inventory
- 

## 7. Training

Software training for assessment database and maintenance management system software

## 8. Schedule

Identification of facilities to be assessed:

- Pilot assessment and balance
- Pilot report submittal and approval
- Balance of assessment report, draft-by facility, aggregate
- Balance of assessment report, final-by facility, aggregate

## **Peggy Lundeen, CFM, IIDA**

Program Manager

### **Education**

Bachelor of Interior  
Architecture Kansas  
State University  
1983

### **Professional Background**

Peggy has over 24 years experience in facility management, relocation and design. She has worked as a Facility Manager for a major Arizona Utility with a portfolio of 2 million square feet. During her utility tenure she managed new building construction, tenant improvement renovations, building construction, equipment maintenance, and move management. Prior to that Ms. Lundeen was the manager of the interior design department at a large architectural/ engineering firm.

### **Registrations**

NCIDQ, 1987  
Certified Facility  
Manager 1999

### **Relevant Experience**

#### **Mesa County Colorado, Grand Junction, Colorado**

Developed a 10 year master plan for administrative office space, Health Services County Courts and Public Works space. Created new space standards, budgets and a schedule for projects within the 10 year time frame

### **Professional Affiliations**

**IFMA**  
**IIDA**

#### **City of Olathe, Kansas**

Developed a 10 year master plan for office space, Courts, Police and Public Works. Developed new space standards, budgets and a schedule for projects within the 10 year time. Created tools which allowed master plan to be updated by the City.

#### **Duquesne Light Company, Pittsburgh, Pennsylvania**

DLC was in the process of downsizing. Created new space standards which led to which buildings should be kept and which should be sold or leased. Created significant savings in their portfolio. Developed a budget for building maintenance and Capitol Renewal.

#### **Raytheon Building Consolidation, Tucson, Arizona**

Lead a multi disciplined team providing design and project management for the consolidation of departments onto the Tucson campus from leased facilities.

#### **SRP Facility Master Plan, Various Southwest Locations**

Created and implemented a multi-year plan for the acquisition and utilization of corporate property assets which resulted in reducing 700,00 SF of space, \$128million of book value and \$20 million per year of operating costs.



## Equipment Inventory Data Sheet

example only

Manufacturer	Ingersoll-Rand
Quantity	1
Description	75HP Rotary Screw Air Comp
Type	Compressor
Equipment	Air Compressor
System	02050 Compressed Air System
Model Number	SSR-EP75
Serial Number	12345678
Life	15
Raw Cost	
Unit Cost (Raw cost + soft cost)	
Unit of Measure	Ea
Last Renovation	1999
Next Renewal (calc)	2004
Next Renewal (year)	
Capacity	
Voltage/Phase	
Area Served	
Location	Building X

Minimum information required from COT

Optional information from COT, if known

This format will apply to any trade discipline and component to be included in inventory. Certain items i.e. windows, doors, etc. may not include model or serial numbers.

*man*

## City of Tempe

### Site Information Requirements for Base Price Assessment

As a requirement for the base services assessment pricing, the City of Tempe will need to provide the following information for each facility included in the database for data input:

1. Name of Facility
2. Location of Facility
3. Size of Facility (Gross Square Feet)
4. Number of Stories
5. Year Built - Original
6. Year and size of addition, if any (in excess of 10% of original building area and/or > 10 years after original construction)
7. Year, area and scope of each renovation (if exceeds 15% of building area, spot fixes are considered regular maintenance)
8. Identification of building systems in facility (see table below) For base assessment, template generic cost models will be used.
9. Facility type (office, police station, central plant, etc.)
10. Size of site in acres (if it is to be included in database) - Refer to Site tab for system information
11. List of components to be included in the inventory for each facility (see equipment inventory template)
12. If there is more than one type of building component, i.e. foam, built-up, EPDM roofing material, provide description including area for each type.
13. Description of systems and sub-systems is found in Uniformat II information previously submitted.

**City of Tempe**  
**Building Information Requirements for Base Price Assessment**

Minimum information required from COT

Optional information from COT, if known

System	Exists? Y or N	Unit Price\$	Unit of Meas	Qty	Repl val%	Renewals\$	Life	Installed	Calc Next Renewal	Next Renewal	CI %	Deficiency\$	Replacement Value	FCI %	Next Inspection
<b>Total</b>			S.F.												
<b>Substructure</b>			S.F.												
<b>Foundations</b>			S.F.												
Standard Foundations			S.F.												
Slab on Grade	Area & thkns.		S.F.												
<b>Basement Construction</b>			S.F.												
Basement Excavation	Area & thkns.		S.F.												
Basement Walls	Area & thkns.		S.F.												
<b>Shell</b>			S.F.												
<b>Superstructure</b>			S.F.												
Floor Construction	Area & thkns.		S.F.												
Roof Construction	Area & thkns.		S.F.												
<b>Exterior Enclosure</b>			S.F.												
Exterior Walls	Area & thkns.		S.F.												
Exterior Windows	Qty. & type		S.F.												
Exterior Doors	Qty. & type		S.F.												
<b>Roofing</b>			S.F.												
Roof Coverings	Qty. & type		S.F.												
Roof Openings	Qty. & type		S.F.												
<b>Interiors</b>			S.F.												
<b>Interior Construction</b>			S.F.												
Partitions	Qty. & type		S.F.												
Interior Doors	Qty. & type		S.F.												
Fittings	Qty. & type		S.F.												
Remodeled Fittings	Qty. & type		S.F.												
Stairs			S.F.												

**City of Tempe**  
**Building Information Requirements for Base Price Assessment**

Minimum information required from COT

Optional information from COT if known

System	Exists? Y or N	Unit Price\$	Unit of Meas	Qty	Renewal\$	Life	Installed	Calc Next Renewal	Next Renewal	CI %	Deficiency\$	Replacement Value	FCI %	Next Inspection
Stair Construction	Qty. & type		S.F.											
Interior Finishes														
Wall Finishes			S.F.											
Paint & Covering	Qty. & type		S.F.											
Other Interior Wall	Qty. & type		S.F.											
Finishes	Qty. & type		S.F.											
Low Library Paint &	Qty. & type		S.F.											
Covering	Qty. & type		S.F.											
Law Library Other Int.	Qty. & type		S.F.											
Wall Fin.	Qty. & type		S.F.											
4th Floor Paint &	Qty. & type		S.F.											
Covering	Qty. & type		S.F.											
4th Fir. Other Int. Wall	Qty. & type		S.F.											
Finishes	Qty. & type		S.F.											
5th Floor Paint &	Qty. & type		S.F.											
Covering	Qty. & type		S.F.											
5th Fir. Other Int. Wall	Qty. & type		S.F.											
Finishes	Qty. & type		S.F.											
Floor Finishes														
VCT	Qty. & type		SFSurf											
Carpet	Qty. & type		SFSurf											
Tile, Ceramic	Qty. & type		SFSurf											
Terrazzo	Qty. & type		SFSurf											
4th/5th Fir. Carpet	Qty. & type		SFSurf											
Law Library Carpet	Qty. & type		SFSurf											
Ceiling Finishes														
Plaster Ceilings	Qty. & type		S.F.											
Drywall Ceilings	Qty. & type		SFSurf											
Acoustical Ceilings	Qty. & type		SFSurf											
Law Library Acoustical	Qty. & type		SFSurf											
Cigs.	Qty. & type		SFSurf											

MAN

# City of Tempe Building Information Requirements for Base Price Assessment

Minimum information required from COT

Optional information from COT if known

System	Exists? Y or N	Unit Price\$	Unit of Meas	Qty	Renewals	Life	Installed	Calc Next Renewal	Next Renewal	CI %	Deficiency\$	Replacement Value	FCI %	Next Inspection
4th Floor Acoustical Ceilings	Qty. & type		S.F.											
5th Floor Acoustical Ceilings	Qty. & type		S.F.											
<b>Services</b>														
<b>Conveying</b>														
Elevators and Lifts	Qty. & type		S.F.											
Other Conveying Systems	Qty. & type		S.F.											
<b>Plumbing</b>														
Plumbing Fixtures	Qty. & type		S.F.											
Domestic Water Distribution	Qty. & type		S.F.											
Rain Water Drainage	Qty. & type		S.F.											
Other Plumbing Systems	Qty. & type		S.F.											
Plumbing Fixtures 1995, 2001, 2006			S.F.											
<b>HVAC</b>														
Heat Generating Systems	Qty. & type		S.F.											
Cooling Generating Systems	Qty. & type		S.F.											
Air Distribution Systems Ventilation & Exhaust	Qty. & type		S.F.											
Distribution Piping	Qty. & type		S.F.											
Terminal & Package Units	Qty. & type		S.F.											
Controls & Instrumentation	Qty. & type		S.F.											
<b>Fire Protection</b>														
Sprinklers	Qty. & type		S.F.											
Standpipes	Qty. & type		S.F.											

City of Tempe

Building Information Requirements for Base Price Assessment

Minimum information required from COT

Optional information from COT, if known

System	Exists? Y or N	Unit Price\$	Unit of Meas	Qty	Renewal wa%	Renewal\$	Life	Installed	Calc Next Renewal	Next Renewal	CI %	Deficiency\$	Replacement Value	FCI %	Next Inspection
Other Fire Protection Systems	Qty. & type		S.F.												
<b>Electrical</b>															
Electrical Service/Distribution	Qty. & type		S.F.												
Lighting and Branch Wiring	Qty. & type		S.F.												
Communications and Security	Qty. & type		S.F.												
Other Electrical Systems	Qty. & type		S.F.												
<b>Equipment</b>															
Commercial Equipment															
Institutional Equipment	Qty. & type		S.F.												
Vehicular Equipment	Qty. & type		S.F.												
Other Equipment	Qty. & type		S.F.												
<b>Furnishings</b>															
Fixed Furnishings *	Qty. & type		S.F.												
Generally a % included in soft cost															
Moveable Furnishings *	Qty. & type		S.F.												
Generally a % included in soft cost															
<b>Special Construction</b>															
Integrated Construction	Qty. & type		S.F.												

**City of Tempe**  
**Site Information Requirements for Base Price Assessment**

Minimum information required from COT

Optional information from COT, if known

System	Exists? Y or N	Unit Price\$	Unit of Meas	Qty	Renewal%	Renewals\$	Life	Installed	Calc Next Renewal	Next Renewal	Ci%	Deficiency\$	Replacement Value	FCI%	Next Inspection
<b>Total</b>															
<b>Building Sitework</b>															
Site Preparation															
Site Earthwork															
Cut & Fill Common Earth			Type & Length	S.F.											
Trenching			Type & Length	S.F.											
Pipe Bedding			Type & Length	S.F.											
<b>Site Improvements</b>															
Roadways															
Bituminous Roadways			Area & Type	S.F.											
Parking Lots															
Parking Lots			Area & Type	S.F.											
Pedestrian Paving															
Concrete Sidewalks			Area & thkns.	S.F.											
Site Development															
Fence & Guardrails			Type & Length	S.F.											
Concrete Retaining Walls			Area & thkns.	S.F.											
Flagpoles			Size & Qty.	S.F.											
<b>Landscaping</b>															
Lawns & Ground Cover			Area & Type	S.F.											
Site Irrigation			Area & Type	S.F.											
Tree Pits			Size & Qty.	S.F.											
<b>Site Mechanical Utilities</b>															
Water Supply															
Water Distribution Piping			Size & Qty.	S.F.											

**City of Tempe**  
**Site Information Requirements for Base Price Assessment**

Minimum information required from COT

Optional information from COT, if known

System	Exists? Y or N	Unit Price\$	Unit of Meas	Qty	Renewal%	Renewal\$	Life	Installed	Calc Next Renewal	Next Renewal	C/I%	Deficiency\$	Replacement Value	FCI%	Next Inspection
Water Service	Size & Qty		S.F.												
Fire Hydrants	Size & Qty		S.F.												
Sanitary Sewer Drainage & Sewage Piping	Size & Qty		S.F.												
Septic Systems	Size & Qty		S.F.												
Storm Sewer Manholes & Catch Basins	Size & Qty		S.F.												
Fuel Distribution Gas Service Piping	Size & Qty		S.F.												
Fiberglass Fuel Tank, Double Wall	Size & Qty		S.F.												
Site Electrical Utilities Electrical Distribution	Size & Qty		S.F.												
Site Lighting Site Lighting	Type & Qty		S.F.												
Site Communication & Security	Type & Length		S.F.												
Other Site Electrical Utilities	Type & Length		S.F.												



ID	Task Name	Duration	April	May	June	July	August
1	Notice to Proceed	0 days	4/1				
2	Kick off	5 days	4/1				
3	Kick-off Meeting, Establish Standards	1 day	4/1				
4	COT gives FMS Info requested in SOW	0 days	4/1				
5	Review Documents from COT	4 days	4/1				
6	Database Development	30 days	4/1				
7	Create Database, Build Tree	5 days	4/1				
8	Input COT Info./Create Cost Models	15 days	4/1				
9	Prepare Preliminary Reports	3 days	4/1				
10	Database Development Team Meeting	0 days	4/1				
11	COT Review of Reports	7 days	4/1				
12	Condition Assessment	79 days	4/1				
13	On-Site Pilot Assessment	3 days	4/1				
14	Prepare & Submit Pilot Assessment Report	3 days	4/1				
15	Project Planning	1 day	4/1				
16	Team Meeting	0 days	4/1				
17	COT Review and comment on Pilot Report	4 days	4/1				
18	Field Data Collection	15 days	4/1				
19	Input Field Data	19 days	4/1				
20	Life Cycle/Scrub Data	30 days	4/1				
21	Project Planning	26 days	4/1				
22	Prepare & Submit Draft Report	10 days	4/1				
23	Team Meeting	0 days	4/1				
24	Review & Comment Draft Report	10 days	4/1				
25	Prepare & Submit Final Report	10 days	4/1				
26	Maintenance Analysis	40 days	4/1				
27	Process Analysis	15 days	4/1				
28	Resource Allocation	10 days	4/1				
29	CMMS Request System	15 days	4/1				
30	Preventative Maintenance Plan	75 days	4/1				
31	CMMS	30 days	4/1				
32	Prioritize Projects	15 days	4/1				
33	Forecasting	15 days	4/1				
34	Data Intergration	15 days	4/1				
35							
36	Client Training	2.5 days	4/1				

Project: COT Schedule Presentation

Date: Thu 2/14/08

Task Split

Progress Milestone

Summary Project Summary

External Tasks External MileTask

Split

Page 1

MAN

**NOTE:** This breakdown is only an approximation of the hours for the above tasks. It is not an interview. This breakdown also excludes other related costs and expenses.

**CITY OF TEMPE  
TEMPE, ARIZONA  
DEPARTMENT OF PUBLIC WORKS**

**AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT  
REGARDING  
HEALTH INSURANCE**

\_\_\_\_\_,  
Arizona

Date \_\_\_\_\_

**Facilities Maintenance Master Plan  
Project No. 6706031**

I hereby certify that \_\_\_\_\_ (name of company) currently has, and all of its major subcontractors/subconsultants, defined as doing work in excess of \$30,000.00, will have, during the course of this contract, health insurance for all employees working on this project and will offer health insurance coverage to eligible dependents of such employees, as defined in the accompanying Guidelines. The company's health insurance is as follows:

Name of Insurance Company: \_\_\_\_\_

Type of Insurance (PPO, HMO, POS, INDEMNITY): \_\_\_\_\_

Policy No.: \_\_\_\_\_

Policy Effective Date (MM/DD/YY): \_\_\_\_\_

Policy Expiration Date (MM/DD/YY): \_\_\_\_\_

Signed and dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
General Contractor/Prime Consultant

By: \_\_\_\_\_

STATE OF ARIZONA            )  
  ) ss  
COUNTY OF MARICOPA        )

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

## **City of Tempe**

### **Guidelines for Implementation of Health Insurance**

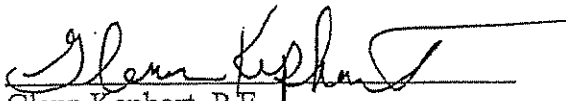
These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at (480) 350-8200.

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours, that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120<sup>th</sup> day of contract signing. Temporary employees will be covered to the same extent as the City of Tempe covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, the Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with the City of Tempe project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision

of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

7. In the event of a finding by the City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any public works contract with the City for a minimum period of three (3) years.
8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance", issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.

  
Glenn Kephart, P.E.  
Public Works Manager